

EXHIBIT B

November 22, 2023

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JUSTIN GUY,)
individually and on)
behalf of those)
similarly situated,)
) No.
Plaintiffs,) 20-cv-12734-MAG-
) EAS
vs.)
) Hon. Mark A.
ABSOPURE WATER COMPANY,) Goldsmith
LLC, a domestic limited)
liability company,)
)
Defendant.)

The deposition of TREVOR ROGERS,
taken in the above-entitled cause remotely
before Laura Mukahirn, a notary public within
and for the County of Cook and State of
Illinois, taken pursuant to the Federal Rules of
Civil Procedure for the United States District
Courts, on November 22, 2023, scheduled to
commence at 12:00 o'clock p.m.

November 22, 2023

1 A P P E A R A N C E S:

2

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Appeared on behalf of the Deponent.

16

ALSO PRESENT:

17

MS. BROOKE LEDDON - In-house counsel for J.B.

18 Hunt Transport

19 MS. SAMANTHA TEAL - SMT Litigation Consulting

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1 THE VIDEOGRAPHER: We are now on the record
2 at 1802 UTC, November 22nd, 2023. Audio and
3 video recording will continue to take place
4 until all parties agree to go off the record.
5 Please note that microphones are sensitive and
6 may pick up whispering and private
7 conversations. This is the video-recorded
8 proceeding of the customer representative of
9 J.B. Hunt, Trevor Rogers, continuation, in the
10 matter of Justin Guy vs. Absopure Company, LLC.
11 At this time will counsel please state their
12 appearances for the record, after which the
13 court reporter will swear in the witness.

14 MR. HANNA: Good morning. Michael Hanna on
15 behalf of the plaintiffs.

16 MR. CUMMINGS: Michael Cummings on behalf of
17 defendant Absopure Water Company, LLC.

18 MR. MITCHALS: Robert Mitchals on behalf of
19 the corporate representative of J.B. Hunt
20 Transportation.

21 MS. LEDDON: Brooke Leddon, in-house counsel
22 for J.B. Hunt Transport.

23 (Witness sworn.)

24 TREVOR ROGERS,
25 called as a witness herein, having been first

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1 duly sworn, was examined and testified as

2 follows:

3 Examination

4 By Mr. Hanna

5 Q. Good morning, Mr. Rogers.

6 A. Good morning.

7 Q. You understand the rules of the

8 deposition that were laid out yesterday, right?

9 A. Yes, sir.

10 Q. And we're back here today because you

11 understand that your attorney yesterday produced

12 J.B. Hunt's dedicated contract service

13 transportation agreement, right?

14 A. Yes, sir.

15 Q. Okay. And you are J.B. Hunt's

16 corporate representative, correct?

17 A. Yes, sir.

18 Q. Mr. Rogers, what is a contractual

19 services agreement?

20 A. My understanding --

21 MR. CUMMINGS: Object to -- excuse me. Never

22 mind. Withdrawn.

23 THE WITNESS: My understanding is it's a

24 contract between J.B. Hunt and their customer.

25 BY MR. HANNA:

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1 Q. Okay. Does J.B. Hunt rely on these
2 contractual service agreements and how they're
3 running their operations and their business
4 relationships with their customers?

5 MR. CUMMINGS: Objection. Form.

6 MR. HANNA: What's the form?

7 MR. CUMMINGS: Lacks adequate basis and
8 ambiguous.

9 MR. HANNA: I disagree.

10 BY MR. HANNA:

11 Q. What -- Does J.B. Hunt rely on these
12 contractual service agreements?

13 MR. CUMMINGS: Same objection.

14 BY MR. HANNA:

15 Q. You can answer.

16 A. Yes, sir.

17 Q. Does J.B. Hunt rely on these
18 contractual service agreements in how it
19 interacts with its business partners in the
20 ordinary course of business?

21 MR. CUMMINGS: Objection.

22 THE WITNESS: Yes, sir.

23 BY MR. HANNA:

24 Q. Okay. And are these contractual
25 service agreements maintained in the ordinary

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1 course of business?

2 A. To the best of my knowledge, yes.

3 Q. It's not like you created these

4 contracts yesterday for purposes of this

5 deposition, right?

6 A. Correct, yeah. They're typically your

7 3-, 4-, 5-, 6-year-long contracts, I believe.

8 Q. Okay. Has J.B. Hunt entered into a

9 contractual service agreement with Mountain

10 Valley?

11 A. Yes, sir.

12 Q. I'm going to show you what's been

13 marked as -- before we get into that, are you

14 aware that your attorney, Mr. Robert Mitchals,

15 produced a dedicated contract service

16 transportation agreement yesterday on November

17 21, 2023?

18 A. Yes, sir.

19 Q. Okay. I'm going to show you,

20 Mr. Rogers -- or, actually, I am showing you --

21 what's been marked as Plaintiffs' Exhibit No. 5.

22 Let me just make it a little bit bigger.

23 (Plaintiffs' Deposition Exhibit

24 No. 5 was remotely introduced

25 and provided electronically to

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1 the reporter.) [REDACTED]

2 BY MR. HANNA:

3 Q. Mr. Rogers, do you recognize this

4 document?

5 A. Yes.

6 Q. And what is it?

7 A. Contractual service agreement -- or

8 dedicated contract service agreement between

9 Mountain Valley and --

10 Q. I'm going to ask you one more time

11 because I -- we just had one of those connection

12 errors, and I want to make sure the video

13 captures this right.

14 Mr. Rogers, do you recognize this

15 document?

16 A. Yes.

17 Q. And what is it?

18 A. Dedicated contract between Mountain

19 Valley Water and J.B. Hunt.

20 Q. And is this a fair and accurate

21 representation of J.B. Hunt's dedicated contract

22 service transportation agreement with Mountain

23 Valley?

24 A. Yes, sir.

25 Q. Okay.

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1 MR. HANNA: Counsel, plaintiff will move to

2 admit this contract into evidence. Do you have

3 any objections now that it's been authenticated

4 by J.B. Hunt's corporate representative?

5 MR. CUMMINGS: No objection for the purposes

6 of this deposition. We reserve the right to

7 object for its admission at trial.

8 MR. HANNA: What objections do you have for

9 purposes of admission at trial?

10 MR. CUMMINGS: A number of them; will be

11 among late, relevancy, prejudice, ambiguity.

12 MR. HANNA: Are there any objections that we

13 could cure here today?

14 MR. CUMMINGS: We'll see.

15 MR. HANNA: Well, I would like you to

16 identify them so that I can finish

17 authenticating it. Because he's not going to be

18 here at trial. To the extent there's any

19 objections that could be cured here today, can

20 you please advise what they are?

21 MR. CUMMINGS: Counsel, it's not my business

22 to do your job. We'll see what happens by the

23 time the deposition is over.

24 MR. HANNA: Under the federal rules of

25 evidence I can -- to the extent an objection is

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1 made that can be cured, it has to be made at the
2 time of the deposition so that we can cure it
3 for purposes of authentication. Are there any
4 objections that can be cured that you would like
5 to disclose right now so we can attempt to cure
6 it for purposes of this deposition?

7 MR. CUMMINGS: There are if you can get
8 authentication not only for the existence of the
9 document, as to its specific contents.

10 MR. HANNA: I don't understand what that
11 means, sir.

12 MR. CUMMINGS: Well, when we go through the
13 contents, after we're done through the contents,
14 we'll give you a clearer picture. I can't
15 anticipate what you're going to ask at this
16 point. So ask the questions you're going to --

17 MR. HANNA: I'm just -- we're talking just
18 authentication. I'm not talking about that.
19 I'm talking about just authentication. Do you
20 have any objections to the authenticity, the
21 authentication of this document?

22 MR. CUMMINGS: No.

23 MR. HANNA: Okay. All right. Thank you.

24 BY MR. HANNA:

25 Q. Mr. Rogers, you're aware this document

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1 was produced by your attorney, Mr. Robert

2 Mitchals, yesterday, correct?

3 A. Yes.

4 Q. Okay. And this document was signed on,

5 it looks like, February 4, 2021, by J.B. Hunt's

6 president; is that right?

7 A. It appears so, yes, sir.

8 Q. Okay. Are you aware of where these

9 business records are stored?

10 A. I'm not.

11 Q. But you understand that J.B. Hunt has

12 storage somewhere for their contract service

13 agreements, right?

14 A. I'm sure they do, yeah.

15 Q. Okay. And we've established yesterday

16 that J.B. Hunt does not have a similar contract

17 service transportation agreement with defendant

18 Absopure Water Company, correct?

19 A. To my knowledge, that is correct.

20 Q. And I believe you just answered it.

21 This contract is between J.B. Hunt and Mountain

22 Valley, correct?

23 A. Yes, sir.

24 Q. Okay. And throughout this contract,

25 what has J.B. Hunt referred to itself as?

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1 A. Probably carrier. I haven't read every

2 single line, but --

3 Q. If you -- if I can direct you to take a

4 look at the first paragraph.

5 A. JBHT, yes.

6 Q. And throughout this contract, what does

7 the contract refer to as -- what abbreviation

8 does it refer to Mountain Valley?

9 A. Appears shipper is used.

10 Q. Okay. You could have referred to

11 Mountain Valley throughout this contract as MV,

12 right?

13 MR. CUMMINGS: Objection. Form.

14 BY MR. HANNA:

15 Q. Is that right?

16 A. I suppose.

17 MR. CUMMINGS: Objection.

18 BY MR. HANNA:

19 Q. That's what you did for J.B. Hunt. You

20 referred to J.B. Hunt by its abbreviations JBHT,

21 right?

22 MR. CUMMINGS: Objection.

23 THE WITNESS: Correct. I did not write the

24 contract, though, so I don't know how those

25 actually work.

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1 BY MR. HANNA:

2 Q. No. I understand that. The attorneys

3 at J.B. Hunt wrote this contract, right?

4 A. That's -- to the best of my knowledge,

5 that's probably true.

6 Q. Okay. And the drafter of this contract

7 and J.B. Hunt, and you as the corporate

8 representative, throughout this contract refer

9 to Absopure Water -- I'm sorry. Strike that --

10 refer to -- Strike that. Let me ask that again.

11 And the drafter of this contract and

12 you as J.B. Hunt's corporate representative

13 consistently refer to Mountain Valley throughout

14 this contract as what?

15 A. Shipper.

16 Q. Okay. So is there any question --

17 A. Sorry. That's probably due to every

18 contract we have with every customer we refer to

19 as shipper, so.

20 Q. Are you -- Is that a fact or are you

21 speculating?

22 A. No. That's not a fact. That's

23 speculation. But Mountain Valley is our

24 customer in this instance. I'm sure this is a

25 very similar contract.

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1 MR. CUMMINGS: Objection. Speculation.

2 BY MR. HANNA:

3 Q. Were you speculating right there, or do
4 you know that to be a fact, Mr. Rogers?

5 A. I do not know that to be a fact.

6 Q. Okay. Are you aware that the word

7 shipper, which refers to Mountain Valley, is

8 quoted 102 times in this contract?

9 A. I did not know that.

10 Q. Okay. Is there any question in your

11 mind or on this document that J.B. Hunt

12 identifies Mountain Valley as the shipper?

13 MR. CUMMINGS: Objection.

14 THE WITNESS: No. It seems to be that's the

15 way they refer to them in most -- I think

16 throughout the whole contract actually.

17 BY MR. HANNA:

18 Q. Do you see anywhere in this document
19 where defendant Absopure Water Company is
20 identified as the shipper of Mountain Valley
21 products?

22 MR. CUMMINGS: Objection.

23 THE WITNESS: No. Absopure is just a

24 customer of Mountain Valley, so they wouldn't be

25 listed in this document at all.

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1 BY MR. HANNA:

2 Q. So it is correct to say that nowhere in
3 this contract Absopure Water Company is referred
4 to as the shipper of --

5 MR. CUMMINGS: Objection.

6 MR. HANNA: Mr. Cummings, please let me
7 finish my question before you object. Let me
8 state that one more time so we have a clean
9 record.

10 BY MR. HANNA:

11 Q. You agree that throughout this
12 contract, nowhere in this document is Absopure
13 Water Company identified as the shipper of the
14 Mountain Valley products; is that right?

15 MR. CUMMINGS: Objection.

16 BY MR. HANNA:

17 Q. You can answer that.

18 A. Yes. They are not identified as a
19 shipper on this.

20 Q. Okay. Thank you.

21 MR. HANNA: Madam Court Reporter, I know
22 Trevor Rogers' connection is not great on my
23 end, too. If any of that is disturbing the
24 record, can you please let us know and I'm just
25 happy to ask him again, whatever question you

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1 may have.

2 THE COURT REPORTER: I sure can. I'll let
3 you know. Sometimes I'm not aware if his answer
4 ended where it did or if I missed more of the
5 answer, but I do know it cut out.

6 THE WITNESS: Give me five minutes. I can
7 move to a room where I can hardwire in.

8 MR. HANNA: We can do that. We can take a
9 break for five minutes.

10 THE VIDEOGRAPHER: Going off the record. The
11 time is 1816 UTC.

12 (Short break taken.)

13 THE VIDEOGRAPHER: We are back on the record.
14 The time is 1822 UTC.

15 BY MR. HANNA:

16 Q. Mr. Rogers, I just want to go over a
17 few items on the contract real quickly.

18 A. Okay.

19 Q. So can you read this whereas clause for
20 the record?

21 A. "Whereas, J.B. Hunt desires to furnish
22 or arrange for transportation services for
23 shipper by its dedicated contract services
24 business unit, DCS services, and shipper desires
25 to purchase and utilize the DCS services of J.B.

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1 Hunt on a nonexclusive basis."

2 Q. And in this paragraph when you use the

3 word shipper, who are you referring to?

4 MR. CUMMINGS: Objection.

5 BY MR. HANNA:

6 Q. You can answer.

7 A. Mountain Valley Water.

8 Q. Okay. And so J.B. Hunt appears to

9 furnish and arrange for transportation services

10 for Mountain Valley Water; is that right?

11 A. That is correct.

12 Q. If we go to Paragraph 1 on the first

13 page, if you can read this sentence for the

14 record that begins with the word "each"?

15 MR. CUMMINGS: Objection.

16 MR. HANNA: What's the objection, sir?

17 MR. CUMMINGS: Relevancy, ambiguity. Are you

18 using this just as an excuse to put the word

19 shipper on the record multiple times? It is a

20 pointless and useless exercise, and we object.

21 MR. HANNA: Okay. I just wanted to

22 understand your objections. I respectfully

23 disagree.

24 BY MR. HANNA:

25 Q. But go ahead, Mr. Rogers. Can you

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1 begin reading this sentence that begins with the
2 word "each"?

3 A. "Each shipment transported hereunder
4 will be evidenced by a receipt signed by J.B.
5 Hunt or a third-party motor carrier and the
6 consignees if available, showing the kind and
7 quantity of the cargo received and delivered by
8 J.B. Hunt."

9 Q. Then can you read the next sentence
10 after that?

11 A. "If no one is on the premises of a
12 delivery location, then the driver will be
13 permitted to sign the bill of lading."

14 Q. And when you use the word driver in
15 that sentence, are you referring to J.B. Hunt's
16 driver, right?

17 A. I think that sentence is referring to
18 the J.B. Hunt driver or a motor carrier,
19 third-party motor carrier, from the sentence
20 above.

21 Q. Okay. And is that in reference to when
22 J.B. Hunt has to contract with somebody else to
23 take a load?

24 A. Correct, yes.

25 Q. Okay.

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1 A. I don't know if contract is the right

2 word, but use as a third-party shipper.

3 Q. Is it third-party shipper or

4 third-party transporter?

5 A. Transporter. Shipper's a very common

6 term for all logistics --

7 MR. CUMMINGS: Objection.

8 BY MR. HANNA:

9 Q. Give me one moment. I just got this

10 contract a couple hours ago, so I just have a

11 couple notes of things I want to ask. I'll try

12 to move as quickly as I can.

13 You just said that shipper's a common

14 term used in the industry, but it's only

15 referred to one thing in this entire contract;

16 isn't that right?

17 MR. CUMMINGS: Objection.

18 BY MR. HANNA:

19 Q. You can answer.

20 A. I believe it's only referred to as

21 Mountain Valley in this contract particularly,

22 but we use it every day in terms of where we're

23 picking up from or where the driver is picking

24 the load up from.

25 Q. And you use it every day of where

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1 you're picking up the load to go drop it off and

2 take it somewhere else; is that right?

3 A. Yeah. The load -- typically a shipper

4 is where the load starts from. So if I told the

5 driver to pick it up at a shipper, he would go

6 to that; you know, we all know what that is for

7 Mountain Valley because they ship all of our --

8 all of our products start in the same location.

9 Q. Okay. So if you're picking up a load

10 from me, A, Person A, right, and you're dropping

11 it off at Person B, you would call Person A the

12 shipper, right?

13 A. Yeah --

14 MR. CUMMINGS: Objection.

15 THE WITNESS: -- shipper and receiver, yes,

16 sir.

17 BY MR. HANNA:

18 Q. And you would call Person B, the person

19 that's receiving it, the receiver, not the

20 shipper, right?

21 A. Yes, sir.

22 Q. Okay. Can you read the sentence out

23 loud right here that begins with the words "such

24 driver signature" for the record?

25 A. "Such driver signature is conclusive

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1 evidence that shipper -- No. 1: Shipper
2 approves of J.B. Hunt leaving the cargo at an
3 unattended location; and, No. 2, custody and
4 possession have passed and are no longer with
5 J.B. Hunt."

6 Q. And, again, shipper here is referring
7 to Mountain Valley, correct?

8 MR. CUMMINGS: Objection.

9 BY MR. HANNA:

10 Q. Is that right?

11 A. Yes, sir.

12 MR. CUMMINGS: Objection.

13 BY MR. HANNA:

14 Q. Okay. And it says that: Custody and
15 possession have passed and are no longer with
16 J.B. Hunt. So at the time when J.B. Hunt has
17 the cargo in its truck up until the time it
18 leaves the goods at the premises of a delivery's
19 location, custody and possession are with J.B.
20 Hunt; isn't that right?

21 A. To the best of my knowledge, that is
22 correct.

23 Q. Okay. Can you read the last sentence
24 of this paragraph, sir, that begins with: If
25 the terms of any?

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1 A. "If the terms of any bill of lading,
2 manifest, or other form of freight receipt or
3 contract conflict with the terms of this
4 agreement, the terms of this agreement control."

5 Q. Okay. So if there's any bills of
6 lading out there that conflict with this
7 contract, the parties are relying on this
8 contract and not on the bill of lading. Isn't
9 that what that means?

10 MR. CUMMINGS: Objection. Form.

11 THE WITNESS: I believe that's what this
12 means.

13 BY MR. HANNA:

14 Q. Okay. Let's go to rates for a second.
15 Can you read the first sentence under 2A,
16 Calculations, which begins, "As compensation for
17 the DCS services" for the record?

18 MR. CUMMINGS: Objection. Form. Relevancy.

19 THE WITNESS: "As compensation for the DCS
20 services, shipper will pay J.B. Hunt according
21 to the applicable Schedule A or any revisions
22 mutually executed by the parties:

23 BY MR. HANNA:

24 Q. So this provides that the shipper,
25 Mountain Valley, is the entity that pays J.B.

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1 Hunt for its rates; isn't that right?

2 MR. CUMMINGS: Objection. Form.

3 THE WITNESS: That is correct.

4 BY MR. HANNA:

5 Q. Okay. And if we go to Page 2 -- and

6 just to help us better understand the business

7 relationship between J.B. Hunt and Mountain

8 Valley. Let's go to Section 3, Compensation, A,

9 billing and payment. Can you read the first

10 sentence for the record, please?

11 MR. CUMMINGS: Objection.

12 BY MR. HANNA:

13 Q. Go ahead.

14 A. "J.B. Hunt will invoice shipper weekly

15 for DCS services provided hereunder."

16 Q. And that means that J.B. Hunt will

17 invoice Mountain Valley every week for the

18 services they provide in accordance with this

19 contract, right?

20 A. That is correct.

21 Q. Okay. Let's go to Paragraph 4 for a

22 minute, Equipment and Related Issues. Go ahead

23 and read Paragraph 4 and let me know -- just go

24 is ahead and read it for the record.

25 MR. CUMMINGS: Objection.

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1 THE WITNESS: "Equipment and related issues.

2 Except as otherwise described herein, J.B. Hunt

3 will provide the equipment specified in Schedule

4 B as J.B. Hunt-provided equipment for use in the

5 services to be performed under that schedule

6 series. J.B. Hunt will maintain such equipment

7 in good and efficient condition. Shipper agrees

8 to maintain in good and efficient condition any

9 equipment it provides for J.B. Hunt's use."

10 BY MR. HANNA:

11 Q. And who -- what is this provision

12 referring to when they use the word shipper?

13 MR. CUMMINGS: Objection.

14 THE WITNESS: Mountain Valley.

15 BY MR. HANNA:

16 Q. Okay. And what equipment is -- what is

17 this referring to? What equipment -- go ahead.

18 A. Trucks and trailers.

19 Q. Can you elaborate on your answer? So

20 you're basically saying Mountain Valley agrees

21 to maintain the trucks and trailers in good and

22 efficient condition?

23 A. If there are certain -- it doesn't work

24 in our case, but under my job duties we own the

25 trucks and the trailers. So Mountain Valley has

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1 no need to provide equipment for us or maintain
2 equipment for us because we provide the
3 equipment.

4 Q. Could this be referring to other
5 equipment?

6 A. No. There's no equipment that they own
7 that we use.

8 Q. Well, this refers to Schedule B, so
9 let's -- It says will provide the equipment
10 specified in Schedule B. And later it says:
11 Shipper agrees to maintain in good and efficient
12 condition any equipment it provides for --

13 A. It says any equipment, but in this case
14 there's none, so.

15 Q. Okay. So your testimony is that
16 Mountain Valley has not provided any equipment
17 for J.B. Hunt's use?

18 A. Correct. Yes, sir.

19 Q. And let's take a look at Schedule B to
20 see what the equipment is listed therein. It
21 appears Schedule B lists the tractors, trailers,
22 onboard computers, and then the personnel. And
23 it's your understanding that all of this
24 equipment is provided by J.B. Hunt and not
25 Mountain Valley?

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1 A. Yeah. So the tanker trailers are
2 provided by Mountain Valley, but we don't use
3 them anymore, so that's why I didn't reference
4 those. They're still on here, but they're no
5 longer -- they haven't hauled a load with a
6 tanker trailer in quite a long time.

7 Q. When was the last time you hauled a
8 load with the tanker trailers?

9 A. To the best of my knowledge, probably
10 2013 or '14, maybe 2013.

11 Q. Okay. And are these tanker trailers
12 the property of Mountain Valley?

13 A. Yes. They own those tanker trailers.

14 Q. Okay. And then previously at one point
15 was J.B. Hunt's drivers driving the tanker
16 trailers to transport the Mountain Valley goods?

17 A. Correct. There was, I think, two
18 customers that they actually used tanker
19 trailers for.

20 Q. Okay. Got it. And why do you no --
21 why do you guys no longer use the tanker
22 trailers?

23 A. My suspicion is they no longer buy bulk
24 water. The trailers were -- they would actually
25 fill them with water and deliver it to a

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1 customer that would use that water. But they no
2 longer do that, to my knowledge.

3 Q. Okay. Got you. Thank you. Now, let's
4 take a look at the insurance. If you could read
5 the -- why don't you go ahead and read Paragraph
6 5 for the record.

7 MR. CUMMINGS: Objection. Form. Relevancy.
8 Prejudice.

9 THE WITNESS: "J.B. Hunt will procure and
10 maintain the following insurance coverage.
11 No. 1, comprehensive general liability insurance
12 in the amount of X number of dollars, I guess;
13 automobile liability insurance to include any
14 auto or all owned, nonowned, and hired autos in
15 the amount of dollar amount, I'm assuming;
16 workers' compensation insurance in the amount
17 required by statute in the jurisdiction where
18 the services hereunder will be performed.
19 No. 4, employer's liability insurance in the
20 amount of dollar amount per occurrence. And,
21 No. 5, cargo insurance in the amount of dollar
22 amount per occurrence. J.B. Hunt will provide a
23 certificate of insurance evidencing the amount,
24 coverages, and listing shipper as a certificate
25 holder."

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1 BY MR. HANNA:

2 Q. So this contract provides that J.B.

3 Hunt is required to maintain insurance coverage

4 for automobile liability insurance which would

5 include for the trucks that J.B. Hunt owns and

6 utilizes for the transportation of Mountain

7 Valley goods; is that right?

8 A. To the best of my knowledge that is

9 correct.

10 Q. Okay. And J.B. Hunt also indicates in

11 its certificate of insurance for, among other

12 things, this automobile liability insurance that

13 the shipper, Mountain Valley, is a certificate

14 holder as well; is that right?

15 MR. CUMMINGS: Objection. Form.

16 THE WITNESS: That's what it states, but I --

17 it's outside of my scope of knowledge, really.

18 BY MR. HANNA:

19 Q. Do you have any reason to doubt the

20 accuracy of the contract?

21 A. No, sir.

22 Q. Were you aware that Mountain Valley is

23 also part of the certificate of insurance and a

24 certificate holder of J.B. Hunt's insurance for

25 the trucks J.B. Hunt utilizes to transport

November 22, 2023

1 Mountain Valley goods?

2 A. Unaware about that, yes.

3 Q. Okay.

4 A. I'm not aware of that is what I'm

5 trying to say.

6 Q. Let's go to Paragraph 7 regarding cargo

7 claims and liability. Can you read the first

8 sentence for the record, sir?

9 MR. CUMMINGS: Objection. Form. Relevancy.

10 Prejudice.

11 THE WITNESS: J.B. Hunt will be liable to

12 shipper for loss, damage, or destruction to the

13 cargo transported under this agreement which

14 occurs while in the actual physical possession

15 and under the care, custody, and control of J.B.

16 Hunt and which results from J.B. Hunt's

17 performance or failure to perform the DCS

18 services, to the extent such or damage -- such

19 loss or damage is proximately caused by the

20 negligence of J.B. Hunt, its employees, or its

21 agents.

22 BY MR. HANNA:

23 Q. So it appears J.B. Hunt is the one

24 that's responsible for any loss, damage, or

25 destruction of the cargo it transports for

November 22, 2023

1 Mountain Valley that may be due to the

2 negligence of its employees; is that right?

3 A. Yes, sir. It appears that way.

4 Q. Go to the next page on Paragraph 8.

5 Can you read the first sentence under 8A, other

6 terms, for the record?

7 A. "Neither party may assign this

8 agreement without the prior written consent of

9 the other party."

10 Q. Okay. And this agreement has not been

11 assigned to any other party; isn't that right?

12 A. Could you -- I don't think so. I'm not

13 sure what that means, but.

14 Q. Well, it says that neither party. That

15 means Absopure or -- I'm sorry. I said

16 Absopure. I misspoke.

17 This provision says neither party may

18 assign this agreement without the prior written

19 consent of the other party. So neither J.B.

20 Hunt nor Mountain Valley can assign this

21 agreement to somebody else. Mountain Valley

22 can't say: You've got to take responsibility.

23 And J.B. Hunt says: You've got to take

24 responsibility. Right? And my question to you

25 is -- so it says you can't do it without the

November 22, 2023

1 prior written consent of both parties. And my
2 question to you is: You're not aware of this
3 agreement being assigned to anybody else, right?

4 A. No, sir.

5 Q. Okay. Let's go to Paragraph 10 for a
6 minute. And can you read the first sentence for
7 the record?

8 MR. CUMMINGS: Objection. Form. Relevancy.
9 Prejudice.

10 THE WITNESS: "All shipments transported or
11 brokered by J.B. Hunt's dedicated services unit,
12 DCS, for shipper will be governed by the terms
13 of this agreement."

14 BY MR. HANNA:

15 Q. And who is this -- when this paragraph
16 uses the term shipper, who's it referring to?

17 MR. CUMMINGS: Objection.

18 THE WITNESS: Mountain Valley.

19 BY MR. HANNA:

20 Q. Okay. And so this -- does this, in
21 effect, provide that even these -- like when you
22 have to hire some kind of third-party carrier to
23 assist you guys, that relationship is also --
24 you're responsible for hiring them and their
25 role is also governed by this agreement?

November 22, 2023

1 A. No. I wouldn't think so. They were
2 just kind of an in-between between Mountain
3 Valley and that carrier. So they bill directly
4 to Mountain Valley. They have their own set
5 of -- I don't know if they have a contract or if
6 they have an agreement or what, but they bill
7 directly to Mountain Valley, not through J.B.
8 Hunt. So I wouldn't figure we would have a --

9 Q. Okay.

10 A. They're not a part of this agreement at
11 all in my eyes.

12 Q. Okay. Strike that.

13 So all shipments that J.B. Hunt
14 transports for Mountain Valley are governed by
15 the terms of this agreement; is that right?

16 A. It's what it states there, yes.

17 Q. Let's go down to the schedule series.

18 And this agreement provides that it
19 automatically renews from year to year; is that
20 right?

21 A. What sentence?

22 Q. It's right here. Do you want to start
23 reading the sentence -- for the record, I'm on
24 Page 7 of this 18-page PDF. Can you read the
25 sentence that begins with "this original" for

November 22, 2023

1 the record?

2 MR. CUMMINGS: Objection.

3 THE WITNESS: "This original schedule series

4 shall have a start date of January 1, 2021, for

5 an initial term of three years until 11:59 on

6 December 31, 2023, term, and shall automatically

7 renew from year to year thereafter subject to

8 the terms set out in Sections 2B and 12 of the

9 agreement."

10 BY MR. HANNA:

11 Q. And my question simply is this. So

12 this agreement renews year-in/year-out, right?

13 A. Yes, sir.

14 Q. Subject to --

15 A. After the expiration.

16 Q. That's right. Yes. And I want to go

17 over some of these index. So this index talks

18 about employment cost index for transportation

19 and material moving. And it talks about the

20 rates. So I understand these figures are --

21 they were redacted. And, you know, they're

22 confidential, and they're kind of beyond our

23 scope. But my question to you, so essentially

24 the cost of the -- the labor cost for the truck

25 drivers, for example, that cost pursuant to this

November 22, 2023

1 agreement is passed down to Mountain Valley; is
2 that right?

3 A. Could you rephrase that or restate
4 that?

5 Q. Sure. Does this index essentially
6 provide that the employment cost for the
7 transportation which I would -- let me take a
8 step back.

9 The employment cost for transportation,
10 would that -- the employment cost, would that be
11 the cost for the employees which are the truck
12 drivers?

13 A. No, sir. I don't believe that's what
14 that is stating there.

15 Q. So what is this referring to when it
16 says the employment cost?

17 A. I'm not sure. It's out of my scope of
18 knowledge for this particular part of the
19 contract.

20 Q. Okay. Do you have any reason to
21 believe that employment cost is not whatever the
22 agreed upon cost is for the employment of truck
23 drivers?

24 A. Well, it refers to an index, so I'm
25 sure an index is probably some figure that's

November 22, 2023

1 released or something like that is what -- is

2 my -- but not a J.B. Hunt private index. I'm

3 not really sure, to be honest.

4 Q. Okay. Let me -- give me one second,

5 please. Let me ask you something: How are the

6 truck drivers paid? Are they paid hourly? Are

7 they paid salaried? Are they paid by the mile?

8 A. I think I stated yesterday just by the

9 mile.

10 Q. By the mile, okay. And this talks

11 about base rates, fixed per week variable miles,

12 right?

13 A. Correct. Those are billable -- those

14 are the base rates that we would bill Mountain

15 Valley.

16 Q. Okay. So you would bill Mountain

17 Valley a certain base rate for the miles driven

18 by the truck drivers transporting their goods;

19 is that right?

20 A. That's correct.

21 Q. And then if we go to Schedule A, can

22 you explain what this information means?

23 A. I can explain some of it that I'm

24 familiar with.

25 Q. Sure. Let's start with the fixed

November 22, 2023

1 weekly charge. What is that?

2 A. A fixed weekly charge will be --

3 typically in my job it would be like the cost of

4 your trucks, trailers, equipment. That would be

5 a fixed charge. And then a variable mileage

6 charge --

7 Q. Hold on there for one sec. So is this

8 fixed charge the charge that -- strike that --

9 that J.B. Hunt would go ahead and charge

10 Mountain Valley?

11 A. That is correct. Yes, sir.

12 Q. Okay. So they have -- one of the

13 things they had -- they charge was a weekly

14 charge, right?

15 A. Yes, sir. So it's a fixed and variable

16 billing structure, so.

17 Q. Okay. And then so what -- can you now

18 explain the variable mileage charge?

19 A. Yeah. Just like we talked about, the

20 variable would be the mileage charge. So all of

21 the miles that the drivers would drive in that

22 given week, they would be billed to Mountain

23 Valley.

24 Q. Okay. And then can you explain what

25 the stop charge is?

November 22, 2023

1 A. Stop charge is also a type of variable

2 charge, and that's just a number of loads

3 delivered. We usually refer to a stop as a load

4 in my job in particular.

5 Q. Okay. And, again, this is just another

6 charge that Mountain Valley -- strike that --

7 that J.B. Hunt is charging Mountain Valley,

8 right?

9 A. That is correct, yes.

10 Q. Okay. And what is the load/unload

11 charge?

12 A. It's not applicable for our customer.

13 Q. Okay.

14 A. I guess it can be at times, but we

15 haven't -- we haven't used that in -- ever that

16 I can remember.

17 Q. Is that typically -- I believe you

18 explained that previously. Is that because

19 Mountain Valley is the one that loads the goods

20 on to J.B. Hunt's trucks?

21 A. Correct. Yes, sir.

22 Q. As a result, J.B. Hunt is not charging

23 Mountain Valley for loading and unloading,

24 right?

25 A. That is correct. Yes, sir.

November 22, 2023

1 Q. Okay. And then is the hazardous
2 material charge applicable?

3 A. It's not. No, sir.

4 Q. Okay. Are any of these other ones
5 applicable?

6 A. Some of those are. Not as frequent as
7 the ones mentioned in the top part of this page.

8 Q. Is there a toll charge?

9 A. Yeah. There's toll charges.

10 Q. Can you explain what that means?

11 A. Certain states have tollways that we

12 require to use to get to our destination. So

13 those tolls would be passed through -- I think

14 it even says that on here -- are passed through

15 to the customer.

16 Q. Okay. So basically if a J.B. Hunt

17 truck is driving through some highway that has

18 toll charges, those toll charges are passed back

19 on to Mountain Valley; is that right?

20 A. Correct. If they're -- we try to avoid

21 them if we can, but they're not all -- can't all

22 do that for every state. Most of them you have

23 to drive on that road.

24 Q. Got it. Are the international border

25 crossing charges applicable?

November 22, 2023

1 A. No, sir. We don't deliver to the other
2 countries.

3 Q. Got it. And then is driver wait time
4 charges applicable?

5 A. Yes, sir.

6 Q. Can you explain what that means?

7 A. If a driver ever has to wait at a
8 customer for a certain amount of time, the time
9 that's laid out in this paragraph here, then we
10 bill Mountain Valley for the detention time;
11 detention time meaning the time waited longer
12 than the expected time to weight, I guess, if
13 that makes sense.

14 Q. And that's for a customer of Mountain
15 Valley?

16 A. Correct. Yes, sir.

17 Q. So, for example, if a J.B. Hunt driver
18 was -- had to wait an extra two hours or three
19 hours or whatever amount that's past the
20 threshold at Absopure's facility, that driver
21 wait time charge will be charged to Mountain
22 Valley; is that right?

23 A. That is correct.

24 Q. Okay. And is the back haul revenue
25 credit and split applicable?

November 22, 2023

1 A. It hasn't been in a long time, but it's
2 still -- I mean obviously it's still in here,
3 but.

4 Q. When was the last time it was
5 applicable?

6 A. I couldn't tell you exactly, but it's
7 been years since we've had any sort of back haul
8 credit, you know, that we would give Mountain
9 Valley. I've got to explain, Mountain Valley
10 does round-trip shipments, so two-way shipments,
11 so they deliver product, we're reloaded with
12 that product -- with those dunnage bottles, and
13 come back to Mountain Valley. So back haul
14 charge would be -- or back haul revenue would be
15 if we delivered to a company and then we had to
16 find a third party unload to get back to
17 Arkansas, you know, we had to find another load
18 to get back to Arkansas, we would give that
19 split with Mountain Valley.

20 Q. And you would charge that -- if that
21 instance were to happen, you would charge
22 Mountain Valley for that, right?

23 A. You charge them for the movement of
24 that truck, but you would give them a credit for
25 the revenue that you produced off of that load

November 22, 2023

1 that's not really their load. You know, it's a
2 load just to get the driver back to Arkansas, if
3 that --

4 Q. Got it. And when you're using the term
5 shipper in this paragraph to explain this
6 process, you're referring to Mountain Valley,
7 right?

8 MR. CUMMINGS: Objection.

9 THE WITNESS: Yeah. The shipper would be
10 Mountain Valley for the outbound load, and the
11 shipper would be whoever the customer we're
12 picking up from on the back load, that would be
13 the shipper in the load coming back.

14 BY MR. HANNA:

15 Q. But this contract is referring to --
16 objection to that.

17 But this contract is consistently
18 referring to the shipper as Mountain Valley,
19 right?

20 MR. CUMMINGS: Objection.

21 THE WITNESS: One second. Let me read this
22 paragraph.

23 BY MR. HANNA:

24 Q. Sure.

25 A. Yes, sir, it is.

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1 Q. Okay. Now, let's go to the next page.
2 We can skip that one. Let's go to -- we've
3 already done this. This is the -- well, why
4 don't you -- can you read this sentence for the
5 record, this top sentence up here?

6 A. J.B. Hunt agrees to --

7 MR. CUMMINGS: Objection.

8 THE WITNESS: -- provide the following
9 equipment and --

10 BY MR. HANNA:

11 Q. I'm sorry. Can you -- okay. Let me
12 ask it again, just because Mr. Cummings objected
13 while you were in the middle of reading. Let
14 me -- so let me ask it again so we get clear
15 video.

16 Mr. Rogers, can you please read this top
17 sentence under Schedule B which is, for the
18 record, Page 10 of this contract.

19 MR. CUMMINGS: Objection.

20 BY MR. HANNA:

21 Q. You can go ahead and do it.

22 A. "J.B. Hunt agrees to provide the
23 following equipment and drivers or personnel
24 which will be based in Hot Springs, Arkansas,
25 for the exclusive use of shipper."

November 22, 2023

1 Q. And who are you referring to when you
2 use the term shipper here?

3 MR. CUMMINGS: Objection.

4 THE WITNESS: Mountain Valley.

5 BY MR. HANNA:

6 Q. Okay. So only Mountain Valley's
7 permitted to use the trucks as shippers,
8 correct?

9 MR. CUMMINGS: Objection.

10 THE WITNESS: Since we have a contract with
11 them, the trucks that we've added or the
12 trailers that we've added are for their use,
13 yes.

14 BY MR. HANNA:

15 Q. Okay. Let's go to Schedule D for a
16 minute. Can you explain to me what the fuel
17 adjustment is?

18 A. I can't explain that very well. That's
19 kind of outside of my --

20 Q. You can or cannot? I'm sorry. I'm
21 sorry. I don't know if I heard you correctly.
22 Did I say you can or cannot?

23 A. I cannot explain that very well.

24 Q. It appears that Mountain Valley pays
25 for the fuel costs for J.B. Hunt; is that right?

November 22, 2023

1 MR. CUMMINGS: Objection. Form.

2 THE WITNESS: We have a fuel surcharge that

3 we bill each week based on the miles that we

4 run.

5 BY MR. HANNA:

6 Q. So forget this agreement. Let me just

7 ask you. Who pays for the fuel for J.B. Hunt's

8 transportation of Mountain Valley goods?

9 MR. CUMMINGS: Objection. Form.

10 THE WITNESS: J.B. Hunt does.

11 BY MR. HANNA:

12 Q. J.B. Hunt pays -- and then does J.B.

13 Hunt get some kind of credit from Mountain

14 Valley for the fuel charge?

15 A. Two separate things. So we pay for the

16 fuel initially, and then there's a fuel

17 surcharge that's billed to Mountain Valley.

18 Q. Okay. So can you explain to me how

19 this process worked for fuel charges and fuel

20 surcharges between J.B. Hunt and Mountain

21 Valley?

22 A. So J.B. Hunt would pay at a pump, you

23 know, for their fuel for all of their trucks,

24 and then on our weekly invoice, there's a fuel

25 surcharge that accounts for all of the mileage,

November 22, 2023

1 all the mileage that was driven the previous
2 week, and we bill for that fuel based on the
3 miles and the fuel surcharge.

4 Q. You bill Mountain Valley for that,
5 correct?

6 A. Yes, sir.

7 Q. Let's take a look at this next
8 paragraph. Do you know what this amortized
9 equipment value cost is?

10 A. I'm unfamiliar with this page here.

11 Q. Is there some sort of equipment cost
12 that's passed from J.B. Hunt to Mountain Valley?

13 A. Not that I'm aware of. I'm assuming,
14 you know, since J.B. Hunt buys the trucks and
15 trailers and uses them for the purposes of
16 Mountain Valley, I'm assuming that is the
17 amortized cost. I'm guessing.

18 Q. Let's go ahead and read this last
19 sentence for the record. Let me --

20 A. Agreement --

21 MR. CUMMINGS: Objection to form. Relevancy.
22 Prejudice.

23 MR. HANNA: Mr. Cummings, how are you
24 prejudiced by him reading this on the record?

25 MR. CUMMINGS: I just stated that. You

November 22, 2023

1 are -- it's prejudiced by unfounded term
2 shipper, that it's misleading, and it's -- in
3 addition to being completely irrelevant to any
4 particular issue in the case.

5 MR. HANNA: How is the term unfounded if it's
6 defined in the agreement?

7 MR. CUMMINGS: You have not related the --
8 it's not defined. There's no definition section
9 in the agreement that you have referred to.

10 BY MR. HANNA:

11 Q. Mr. Rogers, do you have any doubt in
12 your mind that the term shipper in this
13 agreement is referring to Mountain Valley?

14 MR. CUMMINGS: Objection. Form.

15 THE WITNESS: No, sir. I believe the very
16 first line of the -- of this contract says
17 Mountain Valley will be stated as shipper the
18 rest of this contract.

19 BY MR. HANNA:

20 Q. Okay. Can you read this -- these two
21 sentences for the record? And I have a couple
22 of final questions for that -- on that point.

23 MR. CUMMINGS: Same objections. Form.
24 Prejudice. Relevancy.

25 THE WITNESS: "If the agreement or the

November 22, 2023

1 schedule series terminates or is canceled at any
2 time for any reason, then shipper shall be
3 liable to J.B. Hunt for any portion of the
4 start-up cost yet to be amortized as calculated
5 from the table above."

6 BY MR. HANNA:

7 Q. And here, again, shipper is referring
8 to Mountain Valley, correct?

9 MR. CUMMINGS: Objection.

10 THE WITNESS: Yes, sir.

11 BY MR. HANNA:

12 Q. Okay. And so it seems to me that this
13 is referring to a start-up cost for getting
14 things going. And if the shipper, Mountain
15 Valley, was to terminate the contract early,
16 then some of these start-up costs for getting
17 the operation going will be passed on to them.
18 Is that an accurate understanding of what that
19 means?

20 MR. CUMMINGS: Objection. Calls for
21 speculation.

22 THE WITNESS: That is my assumption as well.

23 BY MR. HANNA:

24 Q. All right. For the equipment
25 agreement, let's -- can you read the first

November 22, 2023

1 sentence for the record?

2 MR. CUMMINGS: Objection. Form. Relevancy.

3 Prejudice.

4 THE WITNESS: "When J.B. Hunt or anyone

5 acting under J.B. Hunt's direction utilizes

6 shipper-owned or leased trailers or tractors,

7 including tractors or trailers currently leased

8 by shipper, herein after equipment, during the

9 term of the agreement in performing deliveries,

10 the following provisions shall apply."

11 BY MR. HANNA:

12 Q. Okay. So this provision and agreement

13 is concerning how -- the terms for when J.B.

14 Hunt uses shipper-owned or leased trailers or

15 tractors, right?

16 A. Yes.

17 MR. CUMMINGS: Objection.

18 THE WITNESS: Yes, sir. I believe that's

19 what this says.

20 BY MR. HANNA:

21 Q. Okay. And, again, shipper here is

22 referring to Mountain Valley, correct?

23 MR. CUMMINGS: Objection.

24 THE WITNESS: Yes, sir.

25 BY MR. HANNA:

November 22, 2023

1 Q. Is that right? Okay. If you can read
2 on the next page, H, it says -- can you read H
3 for the record, the first sentence?

4 MR. CUMMINGS: Objection. Form. Prejudice.
5 Relevancy.

6 THE WITNESS: "Shipper will procure and
7 maintain at its sole cost and expense the
8 following insurance coverage."

9 BY MR. HANNA:

10 Q. Okay. And the shipper, again, is
11 Mountain Valley, correct?

12 A. Yes, sir.

13 MR. CUMMINGS: Objection.

14 BY MR. HANNA:

15 Q. And so here this provides that the
16 shipper, Mountain Valley, will maintain
17 commercial general liability insurance coverage;
18 is that right?

19 MR. CUMMINGS: Objection.

20 THE WITNESS: Yeah. I believe that's what
21 that says, yes.

22 BY MR. HANNA:

23 Q. Okay.

24 A. It might be referring to the very
25 beginning of this whole section, too, with their

November 22, 2023

1 leased equipment and stuff like that. I don't
2 know.

3 Q. Yeah. I think that's right. I
4 think --

5 A. No longer has -- yeah. They don't have
6 equipment that we lease or anything like that
7 anymore, so.

8 Q. We talked about that earlier with --
9 right?

10 A. Yeah. Just those tankers, yes, sir.

11 Q. Tankers, right. Okay. I may be done.

12 Let's go off the record for a few minutes.

13 MR. CUMMINGS: No objection.

14 THE VIDEOGRAPHER: I'm sorry, Counsel. Would
15 you like to go off the record?

16 MR. MITCHALS: I have no objection.

17 MR. CUMMINGS: No objection.

18 THE VIDEOGRAPHER: Okay. The time is 1920

19 UTC. We're off the record.

20 (Short break taken.)

21 THE VIDEOGRAPHER: We are back on the record.

22 The time is 1908 UTC.

23 MR. HANNA: I have no further questions,

24 Mr. Rogers. Thank you for your time.

25 MR. CUMMINGS: I have some questions,

November 22, 2023

1 Mr. Rogers.

2 Examination

3 By Mr. Cummings

4 Q. I'd like to refer you back to the
5 Exhibit 5 we've been speaking about today, the
6 dedicated contract services transportation
7 agreement. Mr. Rogers, did you participate in
8 the drafting of this agreement?

9 A. No, sir.

10 Q. Excuse me? I'm sorry. I didn't hear
11 you.

12 A. No, sir.

13 Q. Did you participate in the negotiation
14 of this agreement?

15 A. No, sir.

16 Q. When did you first become aware of this
17 agreement?

18 A. I had knowledge that there was one, but
19 the first time I had seen it in full was today.

20 Q. Had you seen it in part before?

21 A. I'd seen snippets or screenshots of
22 various sections.

23 Q. When did you see those?

24 A. Over the course of my eight years with
25 Mountain Valley as our customer.

November 22, 2023

1 Q. Okay. Have you seen other dedicated
2 contract services transportation agreements with
3 other customers of J.B. Hunt?

4 A. I've seen portions of those as well.

5 Q. Did you participate in the drafting of
6 any of those other agreements?

7 A. No, sir.

8 Q. Did you participate in the negotiation
9 of any of those agreements?

10 A. No, sir.

11 Q. Do you have a direct knowledge of the
12 meaning of any of the terms in the dedicated
13 contract services agreement between J.B. Hunt
14 and Mountain Valley?

15 MR. HANNA: Objection to these questions to
16 the extent it's asking a corporate
17 representative of knowledge in his personal
18 capacity. This is -- he's a corporate
19 representative, Mr. Cummings. He's not
20 testifying in his personal capacity. He's
21 testifying on behalf of J.B. Hunt.

22 MR. CUMMINGS: I understand. And I --

23 BY MR. CUMMINGS:

24 Q. Do you need me to repeat the question,
25 Mr. Rogers?

November 22, 2023

1 A. Yes, please.

2 Q. Do you have any direct knowledge of the
3 meaning of any of the terms in the dedicated
4 contract services agreement -- transportation
5 agreement between J.B. Hunt and Mountain Valley?

6 MR. HANNA: Objection. Vague. Misleading.

7 And confusing to the extent it's asking him in
8 his personal capacity. If he has knowledge, or
9 if J.B. Hunt has knowledge. If you can --
10 Counsel, if you can clarify that if --

11 MR. CUMMINGS: No. I'm asking -- no. My
12 question stands.

13 BY MR. CUMMINGS:

14 Q. Do I need to repeat it again,
15 Mr. Rogers?

16 MR. HANNA: Okay. Same objection.

17 THE WITNESS: No. Are there any particular
18 terms --

19 BY MR. CUMMINGS:

20 Q. I mean particularly for -- I'll ask
21 it -- do you have any direct knowledge what the
22 term shipper means in the agreement that we're
23 discussing between J.B. Hunt and Mountain
24 Valley?

25 MR. HANNA: Objection to the extent it's

November 22, 2023

1 asking him in his personal capacity as he is --
2 Mr. Trevor [sic] is not testifying in his
3 personal capacity today but as a corporate
4 representative. Subject to that, you can
5 answer.

6 THE WITNESS: Shipper to me just means where
7 we're picking the load up at.

8 BY MR. CUMMINGS:

9 Q. And where did you come by with the
10 meaning that you just stated for the term
11 shipper?

12 MR. HANNA: Objection. Form. To the extent
13 this is asking the witness of a definition in
14 his personal capacity as opposed to him being a
15 corporate representative.

16 THE WITNESS: Just being in transportation
17 for the last 11 years, that is very common to
18 refer to as shipper and receiver.

19 BY MR. HANNA:

20 Q. Have you any information as to whether
21 or not the use of the term shipper in the
22 agreement of the Exhibit 5 corresponds to that
23 definition that -- or the meaning that you just
24 stated?

25 MR. HANNA: Again, objection. Form.

November 22, 2023

1 Misleading. And it also conflates the personal
2 knowledge of the individual witness as opposed
3 to the corporation's personal knowledge is.

4 Subject to it, you can answer.

5 THE WITNESS: Can you restate the question,
6 please?

7 MR. CUMMINGS: Okay. I'll start over.

8 BY MR. CUMMINGS:

9 Q. Have you been informed as to what the
10 meaning of the term in the agreement that we
11 discussed today between Mountain Valley and J.B.
12 Hunt?

13 MR. HANNA: Objection. Form because it's
14 vague and ambiguous as it relates to whether
15 defendant's counsel is asking for his personal
16 understanding and meaning as opposed to the
17 personal knowledge of the corporation.

18 Mr. Rogers is here testifying as the
19 corporation. The corporation is an entity.
20 It's not a person, and that's why we have a
21 corporate representative. But you're asking him
22 about his personal knowledge and not the
23 corporation's knowledge.

24 MR. CUMMINGS: Mr. Hanna, there's no reason
25 to go over these long explanations. Your

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1 objection is only slowing down the process and
2 making it very difficult because I have to keep
3 on repeating the question to the witness.

4 MR. HANNA: Just for the record, I'm not
5 trying to slow down the process, Mr. Cummings.
6 But some objections, as you know, are waived if
7 they're not specifically articulated, and I
8 would hate for there to be an argument that I've
9 waived these objections. But if you'd like it
10 to be a -- if you would like, I can make a
11 standing objection if you'll stipulate that it
12 applies to this entire line of questioning that
13 these questions are vague, ambiguous, and
14 improper because they're asking the witness of
15 his personal knowledge as opposed to the
16 corporation's personal knowledge and he's
17 serving as a corporate representative. If
18 you'll agree to stipulate that this objection
19 applies to all of these questions, I won't make
20 it again.

21 MR. CUMMINGS: Yes. I'll agree and stipulate
22 that you are making the objection to all these
23 questions.

24 MR. HANNA: Okay.

25 MR. CUMMINGS: Court Reporter, could you

November 22, 2023

1 please repeat the question.

2 (Record read back.)

3 THE WITNESS: No. I've not been informed of
4 the definition of shipper.

5 BY MR. CUMMINGS:

6 Q. Today as the corporate witness of J.B.
7 Hunt, are you testifying on behalf of J.B. Hunt
8 as to the meaning of the term shipper in the
9 agreement between J.B. Hunt and Mountain Valley?

10 A. No, sir.

11 MR. HANNA: Objection. Form. Calls for
12 speculation.

13 THE WITNESS: No, sir.

14 BY MR. CUMMINGS:

15 Q. In your -- performing your duties for
16 J.B. Hunt as the manager on-site at Mountain
17 Valley, have you had cause to refer to this
18 agreement, Exhibit 5, in the course of your
19 duties?

20 A. Like I said, not in its entirety; like
21 I've never seen the whole document at once. But
22 I -- portions of it at times, yes.

23 Q. Which portions have those been?

24 A. Probably the contingent time or the
25 rates that we talked about, just reminder of the

November 22, 2023

1 rates or the number of assets, number of trucks
2 and trailers, that sort of thing.

3 Q. Excuse me one second. I'm checking
4 something. Have you ever participated in the
5 drafting of any agreement between J.B. Hunt and
6 its customers?

7 MR. HANNA: Same objection.

8 THE WITNESS: No, sir.

9 BY MR. CUMMINGS:

10 Q. Have you ever been informed of the
11 meaning of any of the terms in any of the
12 agreements between J.B. Hunt and its customers?

13 MR. HANNA: Same objection.

14 THE WITNESS: No, sir. I've not participated
15 at all, so I have not been informed, no, sir.

16 MR. CUMMINGS: Okay. I think I'm done. Let
17 me go off the record for just one minute, very
18 shortly, less than -- not five minutes or
19 anything, just about a minute or so if that's
20 okay with everyone.

21 MR. HANNA: Yes, sir.

22 MR. MITCHALS: No objection.

23 THE VIDEOGRAPHER: Going off the record. The
24 time is 1918 UTC.

25 (Short break taken.)

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1 THE VIDEOGRAPHER: We are back on the record.

2 The time is 1920 UTC.

3 MR. CUMMINGS: I have a couple more

4 questions.

5 BY MR. CUMMINGS:

6 Q. Mr. Rogers, as the corporate

7 representative today of J.B. Hunt, do you

8 have -- do you have any knowledge or position as

9 to whether the agreement between J.B. Hunt and

10 Mountain Valley has any effect or applicability

11 to the relationship between Mountain Valley and

12 defendant Absopure?

13 A. Has no correlation that I'm aware of.

14 Q. I have no further questions at the

15 moment.

16 Re-Examination

17 By Mr. Hanna

18 Q. Okay. Mr. Rogers, when you were being

19 questioned by Mr. Cummings a minute ago and you

20 advised you didn't participate in drafting the

21 agreement or negotiating, were you referring to

22 you, yourself, Mr. Rogers, weren't involved in

23 that process, or were you saying -- were you

24 testifying on behalf of J.B. Hunt meaning J.B.

25 Hunt wasn't involved in that process?

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1 A. Just myself.

2 Q. Okay. You understand that J.B. Hunt

3 was obviously involved in that process as a

4 corporate entity, right?

5 A. Sure, yes.

6 Q. And you're here testifying as a

7 corporate representative, correct?

8 A. Yes, sir.

9 Q. And when you mentioned that you first

10 became aware of this agreement, I think you said

11 today or yesterday, you were referring to you,

12 yourself, in your personal capacity, Mr. Rogers.

13 That was the first time you saw the complete

14 agreement, right?

15 A. That's correct.

16 Q. You're not saying that the -- J.B. Hunt

17 just became aware of this agreement today or

18 yesterday, right?

19 A. No, sir.

20 Q. Okay. And I think -- no further

21 questions for me.

22 MR. CUMMINGS: Just a couple of follow-ups to

23 counsel's questions.

24

25

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1 Re-Examination

2 By Mr. Cummings

3 Q. Then to be clear, as the corporate
4 representative of J.B. Hunt, are you providing
5 any testimony today as to how the agreement
6 between J.B. Hunt and Mountain Valley was
7 drafted?

8 A. No, sir.

9 Q. In the same vein as the corporate
10 representative, are you providing any testimony
11 today as to how the agreement between Mountain
12 Valley and J.B. Hunt was negotiated?

13 A. No, sir.

14 Q. As the corporate representative of J.B.
15 Hunt, are you providing any testimony today as
16 to the meaning of the terms within the agreement
17 between J.B. Hunt and Mountain Valley?

18 MR. HANNA: Objection. Form. Vague.
19 Ambiguous.

20 THE WITNESS: No, sir.

21 BY MR. CUMMINGS:

22 Q. In particular, as the corporate
23 representative of J.B. Hunt, are you providing
24 any testimony today as to the meaning of the
25 term shipper in the agreement between J.B. Hunt

November 22, 2023

1 and Mountain Valley?

2 MR. HANNA: Objection. Asked and answered.

3 THE WITNESS: No, sir. I only know what it

4 means to me.

5 MR. CUMMINGS: Okay. I have no further

6 questions at this time.

7 MR. HANNA: I have one more.

8 Re-Examination

9 By Mr. Hanna

10 Q. We've talked about the meaning of

11 shipper ad nauseam in this agreement. I just

12 want to be clear. What does the term shipper,

13 for purposes of this agreement, refer to and

14 mean?

15 MR. CUMMINGS: Objection. He just testified

16 that he's not, as the corporate representative,

17 that he is not providing meaning of the term or

18 its definition --

19 MR. HANNA: Counsel, this isn't proper. This

20 is not an objection --

21 MR. CUMMINGS: Objection to form. Relevance.

22 And prejudice.

23 MR. HANNA: Thank you.

24 BY MR. HANNA:

25 Q. Mr. Rogers, we've ad nauseam spoke of

November 22, 2023

1 the term shipper. What does the term shipper
2 refer to in this contract?

3 A. In this contract shipper refers to
4 Mountain Valley.

5 MR. HANNA: No further questions.

6 MR. CUMMINGS: Then I have one more follow-up
7 question.

8 Re-Examination

9 By Mr. Cummings

10 Q. In the contract between -- Mr. Rogers,
11 in the contract between J.B. Hunt and Mountain
12 Valley, are you testifying that -- is there --
13 does the reference of shipper to Mountain Valley
14 in the agreement have any other meaning simply
15 as a short-hand term for Mountain Valley?

16 A. That's the meaning as I see it. It's a
17 shorter way to say Mountain Valley throughout
18 the entire contract.

19 Q. And to follow up, so does the term
20 shipper in the contract then, referring to
21 Mountain Valley, have a meaning in the
22 contract -- again, you're testifying as
23 corporate representative -- as to the role or
24 relationship other than being -- a reference to
25 Mountain Valley itself, does it have any further

November 22, 2023

1 meaning as to the role or relationship or duties

2 of Mountain Valley in the contract?

3 A. To my knowledge it does not.

4 Q. Okay.

5 MR. HANNA: I have one more question.

6 Re-Examination

7 By Mr. Hanna

8 Q. I'm glad the jury is going to get to

9 see this, and I think it's important for the

10 jury to see this. You could have called

11 Mountain Valley anything on here. J.B. Hunt

12 chose to call Mountain Valley the shipper; isn't

13 that right? That's what they chose to refer to

14 them in this contract; isn't that right?

15 MR. MITCHALS: Objection.

16 MR. CUMMINGS: Objection.

17 BY MR. HANNA:

18 Q. Okay. This contract refers to Mountain

19 Valley as shipper, does it not?

20 A. It does.

21 MR. CUMMINGS: Objection.

22 BY MR. HANNA:

23 Q. Was that a random word? Did we just --

24 why don't we just call them water bottle? Why

25 don't we just call them iPhone? They called

November 22, 2023

1 them shipper in this contract, right?

2 A. Yes, sir.

3 Q. Do you think there's no purpose,

4 there's no rhyme or reason? It was just they

5 randomly picked a name out of the hat and they

6 said let's call them shipper? Or do you --

7 MR. CUMMINGS: Objection.

8 BY MR. HANNA:

9 Q. -- why they're calling them shipper in

10 this contract?

11 MR. MITCHALS: Objection. Form.

12 MR. CUMMINGS: Objection. Form. Asked and

13 answered.

14 BY MR. HANNA:

15 Q. You can answer.

16 A. I'm not sure why they -- I didn't draft

17 the contract, so I'm not sure why they referred

18 to them as that.

19 Q. Why do you believe they referred to

20 them as shipper in this contract?

21 MR. CUMMINGS: Objection. Calls for personal

22 and not corporate testimony.

23 MR. MITCHALS: Objection. Form.

24 BY MR. HANNA:

25 Q. You can answer.

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1 A. I believe because that's where all the

2 loads would ship from. So that's how we

3 referred to it in manager roles as the shipper

4 as where the load picks up from.

5 Q. Very good. Thank you, Mr. Rogers.

6 MR. CUMMINGS: And then follow up on that.

7 Re-Examination

8 By Mr. Cummings

9 Q. So, again, to confirm, Mr. Rogers, when

10 he asked you about your understanding of the

11 term shipper in the contract, your testimony was

12 to your personal belief and not as to J.B.

13 Hunt's understanding or interpretation of that

14 term; is that correct?

15 A. That is correct. Because I did not

16 have anything to do with drafting this.

17 Q. Okay. That's --

18 MR. HANNA: One more question then.

19 Re-Examination

20 By Mr. Hanna

21 Q. Mr. Rogers, is it your testimony that

22 J.B. Hunt as an entity doesn't know what the

23 term shipper means, or you personally sitting

24 here today are not sure?

25 A. Well, I've given you my personal

November 22, 2023

1 definition of a shipper, but I don't know what

2 their definition of a shipper would be.

3 Q. But you're not testifying that J.B.

4 Hunt, as a corporate entity, does not know what

5 the term shipper means, right?

6 A. I would assume not, no, sir. I'm sure

7 they know what a shipper means.

8 Q. Your attorneys, who are employment

9 lawyers, do you assume that they understand what

10 the term shipper means?

11 MR. MITCHALS: Objection. Form.

12 MR. CUMMINGS: Objection. Form.

13 MR. HANNA: He's a corporate representative.

14 BY MR. HANNA:

15 Q. You can answer, sir.

16 MR. CUMMINGS: But you're asking him in his

17 personal capacity, so, again.

18 BY MR. HANNA:

19 Q. Okay. In your corporate capacity, does

20 J.B. Hunt, as a corporate entity, understand

21 what the term shipper means?

22 A. I believe they would have the same

23 definition as I do.

24 Q. And it seems to me what you're telling

25 us is today in your personal capacity, you're

November 22, 2023

1 not sure of the -- you know, no further

2 questions. Thank you.

3 MR. CUMMINGS: Court Reporter, could you
4 please do me a favor and read back the question
5 and answer, this last question and answer.

6 (Record read back.)

7 MR. CUMMINGS: Follow-up question.

8 Re-Examination

9 By Mr. Cummings

10 Q. Mr. Rogers, it's your belief that J.B.
11 Hunt would have the same definition as you do as
12 testimony in your personal capacity, correct?

13 A. Could you restate that?

14 Q. In your last answer you said you
15 believe -- and I don't mean to put words in your
16 mouth. I'm just doing my best to restate your
17 last answer. You said you believe that J.B.
18 Hunt, as a corporation, would have the same
19 definition as you. And I'm saying your
20 statement of your belief is your statement of
21 your belief, Mr. Rogers, rather than any
22 statement on behalf of the corporation; is that
23 correct?

24 MR. HANNA: Objection. Form. Vague.
25 Ambiguous. Confusing.

November 22, 2023

1 THE WITNESS: Yes, sir. I believe anybody
2 who works in the industry would use the
3 definition the same way I do.

4 BY MR. CUMMINGS:

5 Q. Again, and your belief that you just
6 stated is your personal belief, correct?

7 A. That is correct, yes, sir.

8 Q. And, again, just to -- so not
9 everybody's confused in here --

10 MR. HANNA: Objection.

11 BY MR. CUMMINGS:

12 Q. -- even though you have that personal
13 belief --

14 MR. HANNA: Narrative.

15 BY MR. CUMMINGS:

16 Q. -- you are not testifying today as to
17 why -- as a corporate representative as to why
18 J.B. Hunt used the term shipper in this
19 agreement; is that correct?

20 MR. HANNA: Objection. Misstates prior
21 testimony.

22 THE WITNESS: I'm unaware of why they would
23 use that term in particular.

24 BY MR. CUMMINGS:

25 Q. And so I'm just -- as the

November 22, 2023

1 representative of J.B. Hunt, you are saying
2 today that you're not providing testimony as to
3 why J.B. Hunt -- not you, personally, but as the
4 representative of J.B. Hunt -- you are not
5 stating today why J.B. Hunt chose to use the
6 term shipper in the agreement between Mountain
7 Valley and J.B. Hunt?

8 A. I can tell you why I think they chose
9 that term, but I don't know exactly why that
10 term was chosen.

11 Q. Okay. No further questions at this
12 point.

13 MR. HANNA: Why don't we let him answer that.

14 Re-Examination

15 By Mr. Hanna

16 Q. Why do you think they used that term,
17 Mr. Rogers?

18 MR. CUMMINGS: Objection. Calls for
19 speculation.

20 THE WITNESS: Because that's where the load
21 ships from.

22 BY MR. HANNA:

23 Q. Right. The load ships from the
24 shipper, right?

25 MR. CUMMINGS: Objection.

November 22, 2023

1 THE WITNESS: That's the way we typically

2 define shipper is where the load ships from.

3 BY MR. HANNA:

4 Q. No further questions. Thank you for

5 your time, Mr. Rogers.

6 Re-Examination

7 By Mr. Cummings

8 Q. And, again, to confirm, your belief as

9 to the meaning of the term is not a statement on

10 your -- as a corporate representative as to why

11 J.B. Hunt did, in fact, use the term in the

12 agreement?

13 A. Right. I was giving my personal

14 opinion as to why that term was used.

15 Q. Okay.

16 A. That's what I stated before.

17 Q. Okay.

18 MR. MITCHALS: Any other questions, Counsel?

19 MR. HANNA: Yeah, one more.

20 Re-Examination

21 By Mr. Hanna

22 Q. Is there any other industry standard

23 definition of the word shipper that you're aware

24 of?

25 A. No, sir. I'm not even sure what the

November 22, 2023

1 industry standard definition of shipper is. I

2 just know what my personal definition is.

3 Q. How long have you been in this

4 industry?

5 A. 11 years.

6 Q. I mean it's a little comical. Have you

7 heard or used the term shipper to mean anything

8 other than what it's being used here for, to

9 define as the person, the entity you're getting

10 something and shipping it for?

11 A. That is typically how it's used, yes,

12 sir.

13 Q. All right. No further questions.

14 MR. CUMMINGS: Then to follow up one more

15 question.

16 MR. MITCHALS: Counsel, just for purposes of

17 the record, I'll state that this line of

18 questioning is bordering on harassment of the

19 witness. You guys are more than entitled to ask

20 questions to Mr. Rogers, but we're getting to a

21 head.

22 MR. CUMMINGS: Okay. Well, then we'll end

23 there.

24 MR. HANNA: Thank you for your time,

25 Mr. Rogers, I appreciate it.

November 22, 2023

1 THE VIDEOGRAPHER: Going off the video record

2 at 1934 UTC.

3 MR. HANNA: E-tran.

4 MR. CUMMINGS: For us as well, please.

5 (Witness excused.)

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November 22, 2023

1 STATE OF ILLINOIS)
) SS.
2 COUNTY OF COOK)

3

4 I, LAURA MUKAHIRN, Certified
5 Shorthand Reporter and Notary Public in and for
6 the County of Cook, State of Illinois, do hereby
7 certify that on November 22, 2023, the
8 deposition of the witness, TREVOR ROGERS, called
9 by the Plaintiff, was taken before me, reported
10 stenographically, and was thereafter reduced to
11 typewriting under my direction.

12 The said deposition was taken
13 remotely, and there were present counsel as
14 previously set forth.

15 The said witness, TREVOR ROGERS, was
16 first duly sworn to tell the truth, the whole
17 truth, and nothing but the truth, and was then
18 examined upon oral interrogatories.

19 I further certify that the foregoing
20 is a true, accurate, and complete record of the
21 questions asked of and answers made by the said
22 witness, TREVOR ROGERS, at the time and place
23 hereinabove referred to.

24 The undersigned is not interested in
25 the within case, nor of kin or counsel to any of

November 22, 2023

1 the parties.

2 Witness my official signature in and

3 for the County of Cook, State of Illinois, on

4 this 24th day of November A.D., 2023.

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LAURA MUKAHIRN, CSR, RPR, CRR
CSR NO. 084-003592

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